EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE AUTOMOTIVE PARTS ANTITRUST LITIGATION	CASE NO. 12-MD-02311 HON. MARIANNE O. BATTANI
In Re: HEATER CONTROL PANELS CASES	
THIS RELATES TO: ALL DIRECT PURCHASER ACTIONS	2:12-cv-00401-MOB-MKM

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is made and entered into this 23rd day of March 2017 ("Execution Date") by and between Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive Inc. (collectively, "Alps"), and Direct Purchaser Plaintiffs, both individually and on behalf of a class of direct purchasers of Heater Control Panels (the "Settlement Class"), as more particularly defined in Paragraph 9.

WHEREAS, Direct Purchaser Plaintiffs are prosecuting the above *In Re Automotive Parts Litigation,* Master File No. 12-md-02311 (E.D. Mich.) (the "MDL Litigation") and *Heater Control Panels Cases*, including Case No. 12-cv-00401 and any other case number that may be assigned by the Court to a Heater Control Panels case brought by Direct Purchaser Plaintiffs (the "Action") on their own behalf and on behalf of the Settlement Class against, among others, Alps;

WHEREAS, Direct Purchaser Plaintiffs allege that they were injured as a result of Alps' participation in an unlawful conspiracy to raise, fix, maintain, and/or stabilize prices, rig bids, and allocate markets and customers for Heater Control Panels (as defined below) in violation of Section 1 of the Sherman Act, as set forth in Direct Purchaser Plaintiffs' Amended Class Action Complaint (2:12-cv-00401, Doc. No. 45) and in the Class Action Complaint Direct Purchaser Plaintiffs will file on or near the date this Agreement is executed, and which will name Alps as a defendant (together, the "Complaint");

WHEREAS, Alps denies Direct Purchaser Plaintiffs' allegations and denies any liability whatsoever;

WHEREAS, Direct Purchaser Plaintiffs, on behalf of themselves and the Settlement Class Members (as defined below), and Alps agree that this Settlement shall not be deemed or construed to be an admission or evidence of the truth of any of Direct Purchaser Plaintiffs' claims or allegations in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for Alps and this Agreement has been reached as a result of those negotiations;

WHEREAS, Direct Purchaser Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against Alps, according to the terms set forth below, is in the best interest of the Direct Purchaser Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Cooperation (as those terms are defined below) that Alps has agreed to provide pursuant to this Agreement;

WHEREAS, the Action will continue against Defendants (as defined below) that are not Releasees (as defined below);

WHEREAS, Alps, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Alps with respect to Heater Control Panels based on the allegations in the Action;

WHEREAS, Alps has agreed to provide Cooperation to Direct Purchaser Plaintiffs in the ongoing prosecution of the Action as set forth in this Agreement, and such Cooperation will reduce Direct Purchaser Plaintiffs' substantial burden and expense associated with prosecuting the Action; and

WHEREAS, Direct Purchaser Plaintiffs recognize the benefits of Alps' Cooperation and recognize that because of joint and several liability, this Agreement with Alps does not impair Direct Purchaser Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Action:

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, and intending to be legally bound, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees and, except as hereinafter provided, without costs as to Direct Purchaser Plaintiffs, the Settlement Class, or Alps, subject to the approval of the Court, on the following terms and conditions.

A. Definitions.

1. "Cooperation" refers to those provisions set forth below in Paragraphs 31-38.

2. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by Alps under the terms of this Agreement.

3. "Defendant" means, for purposes of this Settlement Agreement only, any one or more of the following: Alps Electric Co., Ltd., Alps Electric (North America), Inc., Alps Automotive Inc.; Denso Corporation; Denso International America, Inc.; Sumitomo Electric Industries, Ltd.; Sumitomo Wiring Systems, Ltd.; Sumitomo Electric Wiring Systems, Inc.; Tokai Rika Co., Ltd.; and TRAM, Inc.

4. "Direct Purchaser Plaintiffs" means Tiffin Motor Homes, Inc. and SLTNTRST LLC, Trustee for Fleetwood Liquidating Trust, who for the purpose of this Agreement are Settlement Class Members, as defined in Paragraph 11, below.

5. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term. For purposes of this Agreement, Document shall include all English translations in Alps' custody, possession or control.

6. "HCP Actions" means all the Heater Control Panels Cases within the MDL Litigation, including the Action as well as Case No. 12-cv-00402 brought by the Automobile Dealership Plaintiffs and Case No. 12-cv-00403 brought by the End Payor Plaintiffs.

7. "Releasees" shall refer jointly and severally, individually and collectively to Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive Inc., their respective past and present parents, subsidiaries, affiliates, divisions, predecessors and successors, and their respective past and present officers, directors and employees. Releasees does not include any Defendant in the Action other than Alps.

8. "Releasors" shall refer jointly and severally, individually and collectively to Direct Purchaser Plaintiffs and the Settlement Class Members, as well as each of their parents,

subsidiaries, affiliates, divisions, predecessors, successors and assigns, and their respective past and present officers, directors, employees and agents.

9. For purposes of this Agreement, the "Settlement Class" is defined as:

> All individuals and entities (excluding Defendants and their present and former parents, subsidiaries, and affiliates) that purchased Heater Control Panels in the United States directly from one or more Defendants from January 1, 2000 through the Execution Date of this Agreement.

10. "Settlement Class Counsel" shall refer to the following law firms: Freed Kanner London & Millen LLC, 2201 Waukegan Road, Suite 130, Bannockburn, IL 60015; Kohn, Swift & Graf, P.C., One South Broad Street, Suite 2100, Philadelphia, PA 19107; Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, Portland, ME 04101; and Spector Roseman Kodroff & Willis, P.C., 1818 Market Street, Suite 2500, Philadelphia, PA 19103.

11. "Settlement Class Member" means each member of the Settlement Class who does not timely and validly request exclusion from the Settlement Class.

12. "Settlement Amount" shall be US $3,250,000. The Settlement Amount is subject to reduction based on valid and timely requests for exclusion as set forth in the confidential letter agreement described in Paragraph 25(b).

13. "Settlement Fund" shall be the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 23.

14. "Heater Control Panels" for purposes of this Settlement Agreement are also known as climate control panels for vehicles as set forth in the Complaint.

B. Approval of this Agreement and Dismissal of Claims Against Alps.

15. Direct Purchaser Plaintiffs and Alps shall use their reasonable best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the

establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Action as to the Releasees only.

16. As soon as practicable after the Execution Date, and no later than 30 days after the Execution Date, Direct Purchaser Plaintiffs and Alps shall inform the Court that they have finalized an agreement to settle the Action. Subsequently, Direct Purchaser Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Preliminary Approval Motion"). The Preliminary Approval Motion shall include the proposed form of an order preliminarily approving this Agreement. The text of the proposed order shall be agreed upon by Direct Purchaser Plaintiffs and Alps before submission of the Motion. Alps shall have a reasonable opportunity to review and comment on the Motion, and Direct Purchaser Plaintiffs shall reasonably consider Alps' comments.

17. Direct Purchaser Plaintiffs, at a time to be decided in their sole discretion, shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to the Settlement Class (the "Notice Motion"). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice. Alps shall have a reasonable opportunity to review and comment on the Notice Motion, and Direct Purchaser Plaintiffs shall reasonably consider Alps' comments.

18. Direct Purchaser Plaintiffs shall seek the entry of an order and final judgment, the text of which Direct Purchaser Plaintiffs and Alps shall agree upon, and such agreement will not be unreasonably withheld. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 9 pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class;

(b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

(c) as to Alps, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(d) discharging and releasing the Releasees from all Released Claims (as defined in Paragraph 21);

(e) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement, as well as over Alps, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

(f) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Alps shall be final; and

(g) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including Alps, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

19. This Agreement shall become final when (i) the Court has entered a final order

certifying the Settlement Class described in Paragraph 9 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and has entered a final judgment dismissing the Action with prejudice as to Alps and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Alps described in (i) hereof has expired with no appeal having been taken or permission to appeal having been sought and no motion to or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or final order certifying the Settlement Class or to toll the time for appeal of the judgment or final order certifying the Settlement Class or, if appealed, approval of this Agreement and the final judgment as to Alps have been affirmed in their entirety by the Court of last resort to which such appeal has been taken or petition for review has been presented and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure and the All Writs Act, 28 U.S.C. § 1651, shall not be taken into account in determining the above-stated times. On the date that Direct Purchaser Plaintiffs and Alps have executed this Agreement, Direct Purchaser Plaintiffs and Alps shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraph 41 of this Agreement.

20. Neither this Agreement (whether or not it becomes final), nor the final judgment, nor any negotiations, documents, or discussions associated with them shall be deemed or construed to be an admission by Alps or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Alps or the Releasees, or used against Alps as evidence of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the MDL Litigation, and evidence thereof shall not be discoverable or used in any way,

whether in the MDL Litigation, arbitration, or other proceeding, against Alps. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by Alps, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. Nothing in this Paragraph shall prevent Direct Purchaser Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Paragraphs 31-38, against any other Defendants in the Action in connection with the claims asserted in the Action, consistent with the protective order in place in the Action.

C. Release, Discharge, and Covenant Not to Sue.

21. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 19 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 23 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all manner of claims, demands, actions, suits, or causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) under any federal, state, local, statutory, or common law of any jurisdiction in the United States, that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual

or contingent, liquidated or unliquidated, claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct prior to the Execution Date alleged in the Complaint or any act or omission of the Releasees (or any of them) alleged in the Complaint concerning price fixing, bid rigging, or market or customer allocation of Heater Control Panels, including but not limited to any conduct and causes of action alleged or asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Action (the "Released Claims"); provided however, that nothing herein shall release: (1) any claims based on indirect purchases of Heater Control Panels; (2) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of product warranty, securities, or similar claims relating to Heater Control Panels; (3) claims brought outside the United States relating to purchases of Heater Control Panels outside the United States; (4) claims brought under laws other than those of the United States relating to purchases of Heater Control Panels outside the United States; and (5) claims concerning any product other than Heater Control Panels. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless the Agreement, for any reason, does not become final, or is rescinded or otherwise fails to become effective.

22. In addition to the provisions of Paragraph 21 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits, conferred by § 1542 of the California Civil Code, which states:

> CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

> WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to §1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are released pursuant to the provisions of Paragraph 21 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that Direct Purchaser Plaintiffs have agreed to release pursuant to Paragraph 21, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

23. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Alps shall pay the Settlement Amount as defined in Paragraph 12. The Settlement Amount shall be paid by wire transfer into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 24 of this Agreement (the "Escrow Account") within thirty (30) days after the Execution Date. Under no circumstances will Alps pay more than the Settlement Amount for the full, complete, and final settlement of the Action.

24. Escrow Account.

(a) An Escrow Account shall be maintained at The Huntington National Bank. Such escrow shall be administered under the Court's continuing supervision and control.

(b) All payments into the Escrow Account shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United

States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the Settlement Fund. Alps shall have no responsibility for, or liability in connection with, the Settlement Fund or Escrow Account, including, without limitation, the investment, administration, maintenance, or distribution thereof.

(c) The Settlement Fund held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as the Settlement Fund shall be distributed pursuant to this Agreement or further order(s) of the Court.

(d) Reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class, expenses for maintaining and administering the Settlement Fund, and expenses incurred in connection with taxation matters may be paid without approval from the Court and shall not be refundable to Alps in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective, to the extent such expenses have actually been expended or incurred. Any refund that becomes owed to Alps pursuant to Paragraph 25 shall be paid to Alps within thirty (30) calendar days after the end of the period to request exclusion from the Settlement Class, and may be paid out of the Escrow Account without approval from the Court. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

(e) The Escrow Account is intended by the parties hereto to be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of Alps, a "relation back election" as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not final approval as contemplated in Paragraph 19 has occurred. In the event federal or state income tax liability is finally assessed against and paid by Alps as a result of any income earned on the funds in the Escrow Account, Alps shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not final approval as contemplated in Paragraph 19 has occurred. Alps will use reasonable efforts to resist any such assessment or payment. Settlement Class Counsel or their designee shall be solely responsible for filing all informational and other tax returns necessary to report any taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and pay any estimated or actual taxes due thereon out of the Settlement Fund, as and when legally required, including interest and penalties due on income earned by the Settlement Fund. Settlement Class Counsel shall be entitled to pay customary and reasonable tax expenses, including without limitation professional fees and expenses incurred in connection with carrying out their responsibilities set forth in this paragraph from the Settlement Fund, without prior approval by the Court. Except as set forth in this Paragraph, Alps shall have no responsibility to make any tax filings related to this Agreement or the Settlement Fund or to pay any taxes with respect thereto.

(f) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 9, or if the Action is not certified as a class action for settlement purposes, or if the Agreement is rescinded or otherwise fails to become effective, then all amounts paid by Alps into the Settlement Fund (other than costs expended or incurred in accordance with Paragraph 24(d)), shall be returned to Alps from the Escrow Account along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement or Settlement Class or within thirty (30) calendar days of when the agreement is rescinded or otherwise fails to become effective.

25. Exclusions.

(a) Within ten (10) days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Alps. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Alps reserves all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member is a direct purchaser of any allegedly price-fixed Heater Control Panels or has standing to bring any claim.

(b) The Settlement Amount is subject to reduction, and the Agreement is subject to rescission, based on valid and timely requests for exclusion in accordance with the terms set forth in a separate, confidential letter agreement between Alps and the Settlement Class. The confidential letter agreement may be provided to the Court for *in camera* review upon its request.

26. Payment of Settlement Expenses.

(a) Alps agrees to permit use of a portion of the Settlement Fund towards the costs of notice to the Settlement Class and the costs of administration of the Settlement Fund as set forth in Paragraph 24(d). The notice and administration expenses are not recoverable by Alps if this Settlement does not become final or is rescinded or otherwise fails to become effective to the extent such funds have actually been expended or the expenses have been incurred for notice and administration costs. Other than as set forth in this Paragraph 26, and in Paragraphs 24 and 30, Alps shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials, or the negotiation of other settlements, or for class administration and costs.

(b) If Settlement Class Counsel enter into any other settlements on behalf of a class of Direct Purchaser Plaintiffs in the Heater Control Panels litigation after the Execution Date, but before notice of this Agreement is given to the Settlement Class, Settlement Class Counsel shall use reasonable efforts, if practicable, to provide a single notice to prospective Settlement Class members of all such settlements.

(c) Within ten (10) days after entry of the Preliminary Approval Order or by such later date as the Court may set for other Defendants to provide such information, Alps will supply to Settlement Class Counsel, in an electronic mailing format, the names and addresses of putative Settlement Class Members to whom it has sold Heater Control Panels during the Settlement Class Period to the extent they are identifiable through reasonable efforts.

E. The Settlement Fund.

27. Releasors shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims against the Releasees, and shall have no other recovery against Alps or any Releasee.

28. After this Agreement becomes final within the meaning of Paragraph 19, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraphs 24(d) and 26 of this Agreement.

29. Direct Purchaser Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses and costs, as provided by Court Order and the provisions of Paragraphs 24(d) and 26(a). Alps and the other Releasees shall not be liable for any costs, fees, or expenses of any of Direct Purchaser Plaintiffs or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 24(d) and 26, shall be paid out of the Settlement Fund.

30. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards for Class Representatives.

(a) Subject to Court approval, Direct Purchaser Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees. Incentive awards to the Direct Purchaser Plaintiffs, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest within thirty (30) days, if and when, as a result of any appeal or further proceedings on remand, or successful collateral attack, the fee or award of costs and expenses is reduced or reversed, or in the event the Settlement does not become final or is rescinded or otherwise fails to become effective.

(b) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and incentive awards for class representatives to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding relating to a request for attorneys' fees and reimbursement of expenses, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(c) Neither Alps nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any fee and expense award in the Action or any incentive award to class representatives.

F. Cooperation.

31. In return for the Release and Discharge provided herein, Alps agrees to pay the Settlement Amount and agrees to use its best efforts to provide satisfactory and timely Cooperation, as its expense, as set forth specifically in Paragraphs 31-38, until final judgment of all Heater Control Panels claims by Direct Purchaser Plaintiffs against each and every one of the Defendants in the Action, or dismissal with prejudice of all Heater Control Panels claims by Direct Purchaser Plaintiffs against each and every one of the Defendants in the Action

("Termination Orders"), whichever is earlier.[1] Cooperation will take place consistent with the timing set forth specifically in Paragraphs 32-36 below, and in a manner that is in compliance with any obligations Alps has to the United States Department of Justice ("DOJ"), the Japanese Fair Trade Commission, the European Commission, and/or any other governmental entity (collectively referred to herein as "Government Entities"). All Cooperation shall be coordinated so as to avoid all unnecessary duplication and expense, shall otherwise be reasonable, and shall not impose undue burden and expense on Alps.

32. Within ten (10) calendar days of the Execution Date, to the extent not already provided, counsel for Alps shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of Alps who: (1) were interviewed and/or prosecuted by any of the Government Entities in connection with alleged price-fixing, bid rigging, customer allocation, market allocation, and/or other unlawful anticompetitive activity with respect to Heater Control Panels; (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Heater Control Panels; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ's investigation into alleged antitrust violations with respect to Heater Control Panels. Counsel for Alps shall not be required to disclose to Settlement Class Counsel the specific Government Entities to which each such current or former employee, director or officer of Alps was identified or before which they appeared.

33. To the extent not already produced, within sixty (60) days of the Execution Date,

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1 Alps' Cooperation obligations shall continue until the time for appeal or to seek permission to appeal from the Court's Termination Orders has expired or, if appealed, approval of the Termination Orders have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

Alps shall produce to Direct Purchaser Plaintiffs:

(a) Transactional data that are kept in electronic databases and concern Alps' sales of Heater Control Panels to Original Equipment Manufacturers ("OEMs") ("Transactional Data") from January 1, 1997 to two years from the Execution Date of this Agreement, including the following information: (1) the date for each sale; (2) the final price of each sale; (3) the purchaser to whom each sale was made; (4) the model, model year(s), and brand of car for which each sale was made; (5) the total amount of Heater Control Panels sold in each sale; (6) the location where each sale was made; (7) Alps' profits, losses, and margins on Heater Control Panels and other reasonably available financial information, e.g, balance sheets and ledger data; (8) data showing Alps' costs to produce Heater Control Panels; (9) product description and identification information (including codes, identifiers, and/or part numbers); and (10) any other Transactional Data reasonably agreed to in writing between Alps' counsel and Settlement Class Counsel. It is understood that certain categories of the aforementioned information may not be maintained by Alps for the entire time period and/or in the form of Transactional Data. Alps may produce Transactional Data from electronic databases in the form in which it is natively stored. This request does not require Alps to compile any data from any less centralized or comprehensive source including without limitation individual invoices, purchase orders, personal computers, hard copy files, servers, or manufacturing facilities. However, to the extent gaps in data exist, Settlement Class Counsel and Alps shall use their best efforts to reach a reasonable, narrowly-tailored agreement concerning the production of alternative sources of information in Alps' control, but it is understood by the parties that such agreement shall not require Alps to undertake a broad search for or review of documents and shall not require Alps to expand the temporal scope of discovery to which the parties agreed in the Action. Alps shall also provide reasonable assistance to Settlement Class Counsel in understanding the Transactional Data produced, including, if appropriate, a reasonable number of communications with Direct Purchaser Plaintiffs' experts and between technical personnel. Notwithstanding any other provision in this Agreement, Settlement Class Counsel agree that they shall maintain all data that Alps will produce as "Highly Confidential," as said designation is described in the Protective Order in the Action, subject to any challenge that any party may make pursuant to the Protective Order and any orders of the Court.

(b) Documents relevant to the claims alleged in the Complaint or that relate to or concern an actual or potential communication, meeting, or agreement between Alps and one or more of its competitors, regarding Heater Control Panels.

(c) Documents concerning Alps' determinations of its prices for Heater Control Panels that it sells, including pricing policies, formulas, and guidelines, including Documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models.

(d) Non-privileged Documents, if any, concerning Heater Control Panels that were collected and reviewed in connection with Alps' internal investigation, but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaint, consistent with the applicable stays ordered by the United States Department of Justice and any of the Government Entities.

(e) Documents, if any, showing how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for Heater Control Panels, in RFQs, or any other procurement process, including documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price.

(f) Documents, if any, produced to Government Entities in response to a formal request as of the Execution Date of this Agreement relevant in any way, directly or indirectly, to the claims alleged in the Complaint and relating to their investigation into alleged competition violations with respect to Heater Control Panels, consistent with the applicable stays ordered by the United States Department of Justice and any of the Government Entities. No Document shall be withheld under a claim of privilege if produced to any Government Entity, unless clawed back from that Government Entity pursuant to Rule 502 or otherwise.

(g) With respect to Paragraphs 33(b)-(f) above, Alps will produce (1) responsive non-privileged documents to the extent they exist, were not already produced, and (i) have been previously reviewed by Alps, or (ii) are reviewed by Alps in the course of Alps' responding to discovery requests in the Action or the HCP Actions; and (2) documents produced pursuant to cooperation provisions (if any) with other plaintiffs in the HCP Actions. Alps does not agree to undertake further searches for documents responsive to Paragraphs 33(b)-(f), but will consider in good faith reasonable requests by Settlement Class Counsel for narrow, targeted follow-up.

34. In the event that Alps produces Documents or provides declarations or written responses to discovery to any opposing party in the Action or the HCP Actions (a "Relevant Production"), Alps shall produce all such Documents, declarations, or written discovery responses to Settlement Class Counsel contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by Alps to Settlement Class Counsel. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any depositions in this Action or the HCP Actions. Alps will not object to Settlement Class Counsel and settlement class counsel for the

Auto Dealers ("Auto Dealer Settlement Class Counsel") in the action captioned Master File No. 12-md-02311, Case No. 12-cv-00402 ("Auto Dealer Action") and for the End-Payors ("End-Payors Settlement Class Counsel") in the action captioned Master File No. 12-md-02311, Case No. 12-cv-00403 ("End-Payors Action") attending and/or participating in depositions of Alps' witnesses in addition to the depositions set forth in Paragraph 35(c), to the extent Settlement Class Counsel's, Auto Dealer Settlement Class Counsel's, and End-Payors Settlement Class Counsel's participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation.

35. In addition, Alps shall use its best efforts to cooperate with Settlement Class Counsel as set forth in Paragraphs 35(a)-35(d). To the extent reasonably practicable, any attorney proffers, witness interviews, or depositions provided pursuant to the below obligations shall be coordinated with, and occur at the same time as, the attorney proffers, witness interviews, and depositions to be provided in settlements of indirect purchaser claims entered into by Alps in the MDL Litigation and any related obligations that may arise from any other settlement.

(a) Following the Court's preliminary approval of the Settlement and only upon request and reasonable notice by the Direct Purchaser Plaintiffs, Alps' counsel will make themselves available in the United States for up to two (2) meetings of one (1) business day each to provide an attorney's proffer to Settlement Class Counsel of facts known to them regarding Documents, witnesses, meetings, communications, agreements with competitors, events, background information, and any other relevant topics not covered by privilege or other protections available under any applicable statute or United States law. Thereafter, Alps' counsel will make themselves available for reasonable follow-up conversations. It is understood that Alps has no obligation to seek new or additional information or documents from any of its employees, officers or directors in connection with any of these follow-up conversations or otherwise; however, Alps will in good faith consider requests for new or additional information or documents, and will produce such information or documents, if appropriate, in its discretion. Notwithstanding any other provision in this Agreement, Settlement Class Counsel shall maintain all statements made by Alps' counsel as "Highly Confidential," as said designation is described in the Protective Order in the Action, and shall not use the information so received for any purpose other than the prosecution of the Heater Control Panels claims in the MDL Litigation, 12-md-02311. The parties and their counsel further agree that any statements made by Alps' counsel in connection with and/or as part of this settlement, including the attorney's proffer(s) referred to in Paragraph 35(a), shall be governed by Federal Rule of Evidence 408. Notwithstanding anything herein, Settlement Class Counsel may use information contained in such statements in the prosecution of the Heater Control Panels claims in the MDL Litigation, 12-md-02311, and rely on such information to certify that, to the best of Settlement Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Following the Court's preliminary approval of the Settlement and only upon request and reasonable notice by the Direct Purchaser Plaintiffs, Alps shall make its best efforts (not to include actual or threatened employee disciplinary action) to make available for interviews, via videoconference or in Japan, no more than three (3) persons (as set forth in Paragraphs 35(b) and (c)) who Settlement Class Counsel select, and which may consist of current officers and/or employees of Alps whom Settlement Class Counsel reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist Direct

Purchaser Plaintiffs in the prosecution of the Action. Interviews shall each be limited to a total of five (5) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of seven (7) hours over one day. Upon reasonable notice by Settlement Class Counsel, Alps shall use its best efforts to make available by telephone the persons who have been interviewed as set forth in this Paragraph to answer follow-up questions for a period not to exceed two (2) hours. Alps will in good faith consider requests for additional persons for interviews, and will produce such persons, if appropriate, in its discretion.

(c) Upon reasonable notice, Alps shall, at Settlement Class Counsel's request, make its best efforts to make available to appear for deposition in the United States (i) up to two (2) persons who Settlement Class Counsel select from among the persons who have been chosen for interviews pursuant to Paragraph 35(b), and to provide (ii) up to two (2) declarations/affidavits from among the same persons who have been chosen for interviews and depositions pursuant to Paragraph 35(b) and Paragraph 35(c). If Alps is unable to make those same persons available for deposition or declaration then Settlement Class Counsel may select a substitute deponent or declarant. To the extent that a person to be deposed is not reasonably available in the United States for a deposition, the deposition will be conducted at a mutually agreed upon location elsewhere. Each deposition shall be limited to a total of seven (7) hours over one day, unless otherwise agreed. To the extent that the person to be deposed requests an interpreter, the deposition shall be limited to a total of twelve (12) hours, which would occur over two (2) consecutive days, but for no more than seven (7) hours in any one day. Written notice by Settlement Class Counsel to Alps' counsel shall constitute sufficient service of notice for such depositions. If Settlement Class Counsel request declarations/affidavits, such affidavits and declarations will be provided in English or in Japanese with an acceptable English translation.

(d) In addition to its Cooperation obligations set forth herein, Alps agrees to produce through affidavit(s) or declaration(s) and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Alps' Documents and Transactional Data produced or to be produced, and to the extent possible, any Documents produced by Defendants or third-parties in this Action. Settlement Class Counsel agree to use their best efforts to obtain stipulations that would avoid the need to call Alps witnesses at trial for the purpose of obtaining such evidentiary foundations.

(e) Direct Purchaser Plaintiffs and Settlement Class Counsel agree they will not use the information provided by Alps or the other Releasees or their representatives under this Agreement for any purpose other than the prosecution of claims in this Action and the HCP Actions, consistent with the Protective Order in the Action and HCP Actions, and will not use it beyond what is reasonably necessary for the prosecution of claims in the Action or HCP Actions or as otherwise required by law. All Documents and other Cooperation Materials provided pursuant to this Agreement shall be governed by the terms of the Protective Order in the Action. Settlement Class Counsel shall, at its discretion, destroy or return to Alps any Cooperation Materials after the cooperation period described in Paragraph 31 lapses.

36. Alps' obligations to provide Cooperation shall not be affected by the releases set forth in this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Alps' obligations to provide Cooperation under this Agreement shall continue in accordance with the provisions of Paragraph 31.

37. In the event that this Agreement fails to receive final approval by the Court as

contemplated in Paragraph 19 hereof, including final approval of the "Settlement Class" as defined in Paragraph 9, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Direct Purchaser Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against Alps, at any hearing or trial, or in support of any motion, opposition, or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action, any deposition testimony, any Documents, or any other Cooperation Materials provided by Alps and/or the other Releasees, their counsel, or any individual only made available by Alps pursuant to Cooperation (as opposed to information obtained from other sources or pursuant to a court order other than a court order enforcing the Cooperation obligations). This limitation shall not apply to any discovery of Alps in which Settlement Class Counsel participates in as part of MDL 2311. Notwithstanding anything contained herein, Direct Purchaser Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against Alps in the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraph 19 hereof, including final approval of the "Settlement Class" as defined in Paragraph 9, or in the event that it is terminated by either party under any provision herein.

38. Alps need not respond to discovery requests made pursuant to the Federal Rules of Civil Procedure from Direct Purchaser Plaintiffs or otherwise participate in the Action during the pendency of the Agreement, including responding to any document production and other discovery deadlines ordered in the Action. This withdrawal of discovery and pending motions shall be without prejudice to reinstating such discovery or motions if this Agreement fails to receive final approval by the Court or in the event that it is terminated by either party under any provision herein. Other than to enforce the terms of this Agreement, neither Alps nor Direct

Purchaser Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

39. If Settlement Class Counsel believe that Alps has refused to use its best efforts to cooperate under the terms of this Agreement, Settlement Class Counsel shall meet and confer with Alps. Upon reaching an impasse in any meet and confer, Settlement Class Counsel may seek an Order from the Court compelling Alps to use best efforts. Nothing in this provision shall limit in any way Alps' ability to defend the level of cooperation it has provided or to defend its compliance with the terms of the Cooperation provisions in this Agreement.

G. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered

40. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify a settlement class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 19 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Alps and Direct Purchaser Plaintiffs shall, at their sole discretion, each have the option to rescind this Agreement in its entirety. The provisions of Paragraphs 24(d) and 26(a) of this Agreement shall remain in effect in the event this Agreement is rescinded. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 51. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

41. In the event that this Agreement does not become final as set forth in Paragraph 19, or this Agreement otherwise is terminated pursuant to Paragraph 40, or in accordance with

the opt out rescission terms set forth in the confidential letter agreement, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Alps less only disbursements made, or the amount of obligations incurred in accordance with Paragraphs 24(d) and 26(a) of this Agreement. Alps and Direct Purchaser Plaintiffs expressly reserve all their respective rights and defenses if this Agreement does not become final.

42. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement in exchange for the payment of the Settlement Amount and Cooperation by Alps.

H. Miscellaneous.

43. Alps shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1715.

44. Direct Purchaser Plaintiffs and Settlement Class Counsel agree not to disclose publicly or to any other person the terms of this Agreement until this Agreement is fully executed by all parties.

45. This Agreement does not settle or compromise any claim by Direct Purchaser Plaintiffs or any Settlement Class Member asserted in the Complaint or, if amended, any subsequent Complaint, against any Defendant or alleged co-conspirator other than Alps and the other Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by Direct Purchaser Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than Alps and the other Releasees, for sales made by Alps

and Alps' alleged illegal conduct are specifically reserved by Direct Purchaser Plaintiffs and Settlement Class Members. Alps' sales to the class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than Alps and the other Releasees. Alps shall not be responsible for any payment to Direct Purchaser Plaintiffs other than the Settlement Amount, and the amounts specifically agreed to in Paragraph 24(d) and 26(a) of this Agreement.

46. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Direct Purchaser Plaintiffs and the Settlement Class, and Alps, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. Alps will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

47. This Agreement and the confidential letter agreement referenced in Paragraph 25(b) constitute the entire, complete and integrated agreement among Direct Purchaser Plaintiffs, the Settlement Class, and Alps pertaining to the settlement of the Action against Alps, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between Direct Purchaser Plaintiffs and Alps in connection herewith. This Agreement may not be modified or amended

except in writing executed by Direct Purchaser Plaintiffs and Alps, and approved by the Court.

48. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Direct Purchaser Plaintiffs and Alps. Without limiting the generality of the foregoing, upon final approval of this Agreement each and every covenant and agreement made herein by Direct Purchaser Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasors. The Releasees (other than Alps entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

49. This Agreement may be executed in counterparts by Direct Purchaser Plaintiffs and Alps, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Agreement.

50. Neither Direct Purchaser Plaintiffs nor Alps shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

51. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that the recipient acknowledges having received that email, with an automatic "read receipt" or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

52. Each of the undersigned attorneys represents that he or she is fully authorized to

enter in to the terms and conditions of, and to execute, this Agreement subject to Court approval.

Dated: March 23, 2017

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Dated: March 23, 2017

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